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RECORDATION REQUESTED BY:

Premier Bank
1210 Central Ave.
Wilmette, IL 60091



Doc#: 0526335123 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/20/2005 08:43 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Premier Bank
1210 Central Ave.
Wilmette, IL 60091

SEND TAX NOTICES TO:

Premier Bank
1210 Central Ave.
Wilmette, IL 60091

FOR RECORDER'S USE ONLY

025018874
CRK

This Modification of Mortgage prepared by:

Gena Henry, Loan Processor
Premier Bank
1210 Central Ave.
Wilmette, IL 60091

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 10, 2005, is made and executed between Chicago Title and Trust Company and known as Trust number 10979-9, Trustee of Chicago Title and Trust Company under the provisions of a trust agreement dated July 14, 1992, whose address is 171 N. Clark Street, Chicago, IL 60601 (referred to below as "Grantor") and Premier Bank, whose address is 1210 Central Ave., Wilmette, IL 60091 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 23, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 7/5/05 as document number 0518635522.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

PARCEL 1: LOT 1 IN RESUBDIVISION OF LOTS 10, 11, AND 12 IN BLOCK 1 IN MCCORMICK'S SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDNG TO THE PLAT OF SAID RESUBDIVISION RECORDED AS DOCUMENT 0020208116, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 2 FEET OF LOT 13 IN BLOCK 1 IN MCCORMICK'S SUBDIVISION IN PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO AND NORTHWESTERN RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2231 Wesley, Evanston, IL 60201. The Real Property tax identification number is 10-12-412-014-0000; 10-12-412-016-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Principal Increase.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their

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MODIFICATION OF MORTGAGE

Loan No: 19063901

(Continued)

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respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 10, 2005.

GRANTOR:

X *James F. Smith* **CHICAGO TITLE LAND TRUST COMPANY,**
AS SUCCESSOR TRUSTEE TO X
 _____, Trustee
 of Chicago Title and Trust Company as Trustee under Trust
 Agreement dated 7/14/92 and Known as Trust number 1097949
 under the provisions of a Trust Agreement dated July 14, 1992

LENDER:

PREMIER BANK

X *[Signature]*
 Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 19063901

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

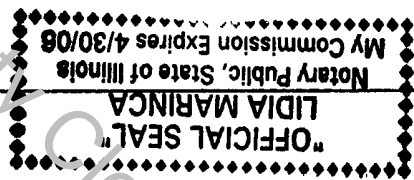
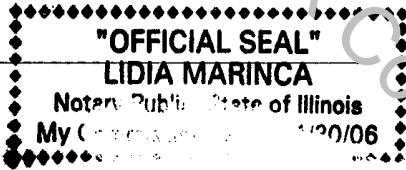
COUNTY OF Cook)

On this 12th day of September, before me, the undersigned Notary Public, personally appeared Joseph F. Sorace, Agent, Designated Agent of Chicago Title and Trust Company as Trustee under Trust Agreement dated 7/14/92 and Known as Trust number 1097949, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Lidia Marinca Residing at 171 W. CHASE ST

Notary Public in and for the State of Illinois 0427

My commission expires _____ CHICAGO IL 60621



It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 19063901

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 15th day of September, 2005 before me, the undersigned Notary Public, personally appeared Brenda Phung and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Gene R. Henry Residing at _____

Notary Public in and for the State of Illinois

My commission expires 4-5-06



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